

AGREEMENT

Between

THE DISTRICT SUPERINTENDENT

of the

Board of Cooperative Educational Services

And the

DATA PROCESSING EMPLOYEES ASSOCIATION

2003 - 2007

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This agreement is made and entered into by and between the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SOLE SUPERVISORY DISTRICT (herein called the "BOCES") and the DATA PROCESSING EMPLOYEES' ASSOCIATION (herein called "DPEA"); and has as its purpose harmonious relations between the BOCES and the DPEA, the establishment of an equitable and peaceful procedure for the resolution of disputes, and the establishment of rates of pay, hours, and other conditions of employment.

Article 1 **Recognition**

A. Recognition of DPEA

The Board of Cooperative Educational Services, Sole Supervisory District (herein called the BOCES), recognizes the Data Processing Employees' Association (herein called the DPEA) as the sole and exclusive negotiating representative for all full-time employees in the defined bargaining unit as described in Section D of this Article. The BOCES will not negotiate or meet with any other employee organization in the determination of salaries, hours of work, fringe benefits, or any other terms and conditions of employment, or for the administration of grievances and disputes arising thereunder. The BOCES and the DPEA agree pursuant to section 208 of Civil Service Law.

B. The DPEA affirms that it does not assert the right to strike against the BOCES and it shall not cause, instigate, encourage nor condone a strike.

C. The parties agree that no person will be penalized in any way or suffer any professional disadvantage by reason of participation in the Collective Bargaining Unit, as representative, bargaining agent or duly elected officer.

D. Collective Bargaining Unit

For the purpose of this Agreement, the term "Employee(s)" shall mean personnel working for BOCES in the following titles at least twenty (20) hours per week on a regular, scheduled basis:

Administrative Analyst
Administrative Services Coordinator
Applications Trainer
Computer Operator
Computer Programmer
Computer Operator/Programmer
Computer Programmer/Analyst
Computer Services Coordinator
Computer Services Specialist
Computer Systems Assistant
Media Service Coordinator
Data Entry Operator
Distance Learning Program Coordinator
Distance Learning Technical Assistant
Educational Services Coordinator
Fiscal Manager
Instructional Services Coordinator
Junior Data Processing Operator

Lead Data Entry Operator
Management Associate
Network Analyst
Network Specialist - Level I
Network Specialist - Level II
PC/LAN Technician - Level I
PC/LAN Technician - Level II
PC/LAN Trainee
Programmer Trainee
Senior Administrative Analyst
Senior Computer Operator
Senior Computer Programmer
Senior Computer Programmer Analyst
Senior Computer Services Specialist
Senior Coordinator
Senior Data Entry
Senior Data Processing Machine Operator
Senior Programmer Analyst
Systems Analyst
Systems Programmer
Systems Training Assistant
Telecommunications Analyst
Telecommunications Coordinator
Telecommunications Technician
Webmaster Trainee
Webmaster

- E. **Class A** Employees shall work thirty-nine (39) hours per week, twelve (12) months per year and be eligible to receive full benefits as described in this Agreement. **Class B** employees will work thirty-nine (39) hours per week, eleven (11) months per year and receive prorated salaries and full benefits as described in this Agreement except where benefits are specifically defined for Class B employees. **Class C** employees will work thirty-nine (39) hours per week, ten (10) months per year and receive prorated salaries and full benefits as described in this Agreement except where benefits are specifically defined for Class C employees. **Class D** employees will work at least twenty (20) hours per week on a regular salaried basis and receive prorated salaries and prorated benefits except where benefits are specifically defined for Class D employees.

Article 2 **Negotiations Process**

A. Purpose

Since BOCES is a service agency responsible for meeting the ongoing needs of its clients, ongoing flexibility and change will be required for BOCES to continue as a healthy, responsive organization. Therefore, it is agreed that it is in the mutual interest of all parties to establish a collaborative process for considering and making recommendations on proposed changes affecting the terms and conditions of employment identified in this Agreement.

B. Collaborative Bargaining Process

The collaborative bargaining process will follow the models proposed by Fisher and Ury (interest bargaining) and Covey (win-win agreements). These two models emphasize effective communications to understand the needs and interests of the other parties and then pursuit of solutions that successfully accommodate the needs and interests of both parties. Where possible, external criteria or standards are to be used to judge the appropriateness of the proposed solutions. Rather than making the negotiations process something that occurs annually or when the existing Agreement ends, ongoing problem-solving and changes will be accommodated by an ongoing collaborative bargaining process. Once consensus is reached, proposed changes to the Agreement will require approvals by the official representatives of the two parties to the Agreement.

C. Collaborative Bargaining Team

1. **Membership** - This Team will consist of a maximum of three DPEA representatives and three BOCES representatives. Outside consultants may be used.
2. **Meetings** - The Team will meet at least bi-monthly at times and locations mutually agreed upon.
3. **Study Teams** - It is anticipated that the Team may wish to create study teams to investigate specific issues or problems and to report back to the Team with recommended solutions to these specific issues or problems. Study teams, when established, will only deal with the issue or issues for which they were created and charged.

Article 3 Collaborative Problem-Solving Process

A. Purpose

In order to assure ongoing communication and cooperation among the parties to this Agreement, a communication/problem-solving/conflict resolution process is needed. The goal is to solve problems and resolve conflicts as quickly and effectively as possible.

B. Training

All staff and management directly involved with this agreement will be given training on the Collaborative Problem-Solving Process.

C. Process

The Collaborative Problem-Solving Process uses the BOCES values as the base or fabric on which all problem-solving should occur. The first step involves direct communication between the parties who are involved, with the focus on developing a full and complete understanding of each party's perception of the issue or concern. Then, using the values as the base, the commonalities of the parties are identified and solutions are brainstormed that build upon these commonalities. Win-win solutions are the desired goal.

D. Other Means of Dispute Resolution

Although it is the desire of the parties to resolve conflicts and disputes through this process, nothing contained herein shall be construed as limiting the right of either party to exercise other options to resolve issues or problems should it become necessary. For issues relating to this Agreement, the Collaborative Bargaining Team could be asked to consider the dispute.

Article 4 Association Rights

- A. The DPEA will have the right to use the Center bulletin board, inter-mail services and, upon prior request, meeting rooms on a space-available, no-cost basis. It is understood that these facilities are not to be used for local, state or federal political activities or purposes.
- B. Copies of this Agreement will be provided for the bargaining unit members by the BOCES.
- C. A copy of all Board Meeting agendas and meeting minutes shall be sent to the DPEA President as soon as they become available.
- D. Upon initial hiring, job descriptions will be furnished to all DPEA employees. In the event that there is a change in an employee's job description, it will be reviewed with the employee. Should a job description be modified, the BOCES will notify the DPEA within ten (10) days of such modification. Should either the BOCES or the DPEA determine that the modification(s) significantly changes the job description, either party may request an immediate review of the modified description. If determination is made by two representatives of DPEA and two representatives of the district that the modified description changes the job title, the BOCES and the DPEA will, within ten (10) days begin negotiating regarding the rate of pay for the new position. Whenever the BOCES creates a new position for which there is no listed title, the DPEA will be notified within five (5) working days of the posting of said position and negotiations will commence to establish a salary for that position.
- E. It is the right of any employee to request that a DPEA representative accompany her/him to any meeting that may involve disciplining of that employee. Discipline is defined as when a formal reprimand for the personnel file may result.

Article 5 Management Rights

Subject only to any limitations stated in this Agreement, the DPEA recognizes that the BOCES retains the exclusive right to manage its operations/facilities. This right includes the right to discipline, suspend or discharge employees; to determine the qualifications of employees; to observe and evaluate an employee's job performance and to apply disciplinary action to insure a full day's work for a fair day's wage; and to require employees to observe reasonable BOCES rules and regulations presently in effect and/or to be put into effect, provided they are not in violation of the provisions of this Agreement.

Article 6 Grievance Procedure

A. Definitions

A grievance is any alleged violation, misinterpretation or misapplication of any express provision of this Agreement.

Grievant is the person(s) making the grievance, or the Association when it makes the grievance.

Party-in-interest is the grievant(s), or, in the instance of a class action, the DPEA and any member of the unit who is named in the grievance.

Day is any day an employee is required to be in attendance.

Superintendent is the Chief Executive Officer of the Board or any member of the BOCES Administration who has been designated in writing by such officer to act on his behalf.

Failure to present the grievance appeal at any level by the association within the specified times shall be deemed as a settlement of the grievance.

B. Procedure

Level I: Informal Stage

A grievance will first be discussed with the aggrieved person's immediate supervisor, with the objective of resolving the matter informally, at which time the aggrieved person may:

1. Discuss the grievance personally
2. Request the DPEA representative to accompany him/her
3. Request the DPEA representative to act in his/her behalf
4. Request the Collaborative Bargaining Team to review the issue

Failure to present a grievance within twenty days after the occurrence of the claimed grievable event or when the aggrieved persons reasonably should have known of that event shall result in a waiver of all rights involved.

The immediate supervisor shall render his determination to the aggrieved party within eight days after the grievance has been presented.

Level II: Formal Stage

Within five days after a decision has been made at the informal stage, the aggrieved party may submit a written statement to the District Superintendent setting forth the specific nature of the grievance, and why the determination of Level I was not satisfactory.

The Superintendent or his designee will meet with the employee and/or his/her representative within eight days of receipt of the written statement. Within eight days after the hearing, the Superintendent or his designee will answer the grievance in writing.

Level III: Arbitration

If the grievance remains unresolved after the Superintendent's decision, the aggrieved party may submit said grievance in writing to the American Arbitration Association within ten (10) days following the Level II decision date, with a copy served upon the District Superintendent. The Arbitration shall be under the AAA Voluntary Rules.

The decision of the arbitrator will be final and binding on all parties.

The arbitrator will have no power to add to, subtract from or change any provision of this Agreement, nor to render any decision which conflicts with law.

The expense of the arbitration will be shared equally by the DPEA and the BOCES.

C. Sanctions

No person will be penalized in any way or suffer any professional disadvantages by reason of participation in the processing of any grievance.

All documents, communications, records, or any written material dealing with the grievance will be filed separately from the personnel files of the participants in the grievance, and no reference whatsoever to any grievance will appear in any employee's personnel file.

D. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing contained herein shall be construed as limiting the right of any individual employee having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted with or without the assistance of the DPEA.

All processing of grievances shall be done after work hours, unless approved by the Deputy Superintendent.

Forms for filing grievances will be prepared by the BOCES, in cooperation with the DPEA and given appropriate distribution.

Any person to whom a grievance is delivered shall sign and date a receipt for or copy of the same, and the date of the signature shall constitute the submission date or decision date.

A grievance settled informally, without DPEA participation, shall in all respects, be final and binding upon the grievant; provided, however, said settled grievance shall not create a precedent or ruling binding upon any other employee or either party to this Agreement in future proceedings. Said settled grievance shall not in any way be inconsistent with the terms of this Agreement. During its duration, this Agreement shall be controlling.

Article 7 Dues and Deductions

- A. The BOCES will deduct from the salary of any member of the negotiating unit who so authorizes, in writing, the membership dues and fees of the DPEA. The DPEA will have exclusive payroll dues deduction privileges throughout the representation period.
 - B. Upon request, the DPEA will be provided the names and addresses of all employees working or receiving benefits under the defined bargaining unit and will receive information concerning any changes of such as they occur.
 - C. The total amount of annual dues for the DPEA will be deducted in consecutive equal installments beginning on the first scheduled pay period in each September. Should a DPEA member commence employment after the first pay period, the employee's dues will be deducted in consecutive equal installments, beginning with the first pay period after which an authorized signature has been obtained. The amount of dues and the number of equal consecutive installments will be determined on a yearly basis by the DPEA.
 - D. The total amount of accumulated dues deducted will be transmitted to the DPEA Treasurer immediately following each pay period for which deductions are made. Each payment will include a list of employees' names and amount deducted for the DPEA.
 - E. The DPEA will give the BOCES Superintendent at least thirty days written notice prior to the effective date of a change in the amount of annual dues, and the deduction amount will be changed on the first scheduled deduction date.
- The Business Office will notify the DPEA within ten (10) days should it receive a withdrawal of authorization from a DPEA member.

Article 8 Payroll Deductions

- A. The BOCES will deduct from the wages of each employee who provides written authorization the following deductions:
 - 1. Credit Unions (Visions, BCT)
 - 2. United Way
 - 3. BSB Bank and Trust, M&T
 - 4. HSBC
 - 5. US Savings Bonds
 - 6. Tax Sheltered Annuities
 - 7. IRS 125 Flexible Benefit Plan (Article 18, E Premium Conversion)
 - 8. NYSUT Benefit Trust
 - 9. Other deductions as requested by the member and approved by the Association and the Board.
- B. Members of the DPEA may authorize the Treasurer of BOCES to deposit directly into the accounts established by the district for this purpose. The Banks of Record will be mutually established between the DPEA and the BOCES.

Article 9**Job Titles and Minimum Salaries****(12 MONTH - CLASS A EMPLOYEES)**

	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
GRADE 1	\$18,369	\$18,369	\$18,369	\$18,369
Data Entry Operator Junior Data Processing Operator				
GRADE 2	\$21,221	\$21,221	\$21,221	\$21,221
Computer Services Specialist Lead Data Entry Operator Senior Data Entry Operator Senior Data Processing Machine Operator				
GRADE 3	\$24,042	\$24,042	\$24,042	\$24,042
Computer Operator Senior Computer Services Specialist				
GRADE 4	\$26,943	\$26,943	\$26,943	\$26,943
Computer Operator/Programmer PC/LAN Trainee Senior Computer Operator				
GRADE 5	\$30,128	\$30,128	\$30,128	\$30,128
Applications Trainer Distance Learning Technical Assistant PC/LAN Technician - level I Computer Programmer Trainee Senior Computer Operator/Programmer (Satellite Center) Systems Training Assistant Telecommunications Technician Webmaster Trainee				
GRADE 6	\$33,257	\$33,257	\$33,257	\$33,257
Administrative Analyst Administrative Services Coordinator				

Computer Programmer
 Computer Services Coordinator
 Computer Systems Assistant
 Coordinator of Media Service
 Educational Services Coordinator
 Instructional Services Coordinator
 PC/LAN Technician - level II
 Webmaster

GRADE 7	\$36,385	\$36,385	\$36,385	\$36,385
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Computer Programmer Analyst
 Distance Learning Program Coordinator
 Network Specialist - level I
 Senior Administrative Analyst
 Telecommunications Coordinator

GRADE 8	\$38,401	\$38,401	\$38,401	\$38,401
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Fiscal Manager
 Management Associate
 Network Specialist - level II
 Senior Computer Programmer Analyst
 Senior Coordinator
 Systems Analyst

GRADE 9	\$41,440	\$41,440	\$41,440	\$41,440
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Systems Programmer
 Telecommunications Analyst

GRADE 10	\$44,480	\$44,480	\$44,480	\$44,480
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Network Analyst

Article 10 **Salaries**

A. Salary Increases

Effective July 1, 2003, all employees covered by this unit on July 1, 2003 will receive a 4 % increase on their salary as of June 30, 2003.

Effective July 1, 2004, all employees covered by this unit on July 1, 2004 will receive a 4 % increase on their salary as of June 30, 2004.

Effective July 1, 2005, all employees covered by this unit on July 1, 2005 will receive a 4 % increase on their salary as of June 30, 2005.

Effective July 1, 2006, all employees covered by this unit on July 1, 2006 will receive a 4 % increase on their salary as of June 30, 2006.

B. Growth and Development Increases

Growth and Development increases shall be based on the successful completion of reachable growth and development plans jointly developed by the employee and his/her supervisory team.

In order to recognize growth and development, a growth path and salary increases are established as described below.

- a. Entry Level - A new employee who enters the organization will be placed at the Entry level.
- b. Competent Level - After two years of satisfactory growth and development, the employee moves to the Competent level.
- c. Skilled I Level - After a minimum of two years at the Competent level, each employee will be reviewed for promotion to the Skilled I Level.
- d. Skilled II Level - After a minimum of two years at the Skilled I level, each employee will be reviewed for promotion to the Skilled II level.
- e. Skilled III Level - After a minimum of two years at the Skilled II Level, each employee will be reviewed for promotion to the Skilled III level.
- f. Skilled IV Level - After a minimum of two years at the Skilled III Level, each employee will be reviewed for promotion to the Skilled IV level.

For the purposes of this article, the date of appointment to a position by the BOCES Board will be considered the start date for an Entry level employee.

The time periods that employees work at a level will be extended if an employee is on a Leave of Absence which extends beyond thirty (30) days. The extension will equal the length of the

Leave of Absence.

Existing Employees who move to different positions at the same grade or a lower grade will continue from their current level through the growth path and salary increases described above. They will not start over at the Entry level.

Existing employees who move to different positions at a higher grade will move to Skill I Level or remain at their current Level, whichever is lower.

Employees will move from the Entry level to the competent level over a two-year period and receive salary increases effective after twenty-six (26) weeks, one year and two years in that particular position. Based on management review, salary increases of \$100 to \$175 will be provided for Satisfactory growth and development and salary increases of \$176 to \$250 will be provided for Very Good to Excellent growth and development.

After an employee has been at the Competent Level for a minimum of two years, management will review the employee's growth and development plan for promotion to the Skilled Level. A salary increase of \$175 will be provided for Satisfactory growth and development and a salary increase of \$400 will be provided for Very Good to Excellent growth and development. If the employee is not promoted, growth and development progress will be reviewed annually until the employee is promoted to the Skilled Level I. Employee may request review 6 months after being declined.

After an employee has been at the Skilled I Level for a minimum of two years, management will review the employee's growth and development plan for promotion to the Skilled II Level. A salary increase of \$175 will be provided for Satisfactory growth and development and a salary increase of \$400 will be provided for Very Good to Excellent growth and development. If the employee is not promoted, growth and development progress will be reviewed annually until the employee is promoted to the Skilled II Level. Employee may request review 6 months after being declined.

After an employee has been at the Skilled II level for a minimum of two years, management will review the employee's growth and development plan for promotion to the Skilled III Level. A salary increase of \$175 will be provided for Satisfactory growth and development and a salary increase of \$400 will be provided for Very Good to Excellent growth and development. If the employee is not promoted, growth and development progress will be reviewed annually until the employee is promoted to the Skilled III Level. Employee may request review 6 months after being declined.

After an employee has been at the Skilled III Level for a minimum of two years, management will review the employee's growth and development plan for promotion to the Skilled IV Level. A salary increase of \$175 will be provided for Satisfactory growth and development and a salary of \$400 will be provided for Very Good to Excellent growth and development. If the employee is not promoted, growth and development progress will be reviewed annually until the employee is promoted to the Skilled IV Level. Employee may request review 6 months after being declined.

After three (3) reviews without promotion, an employee may request a growth and development review by a panel consisting of management and staff representation.

If an employee considers their growth and development Very Good to Excellent and only receives a satisfactory promotion, the employee may request within 30 days a review by a panel consisting of management and staff representation. See appendix A for process and procedure.

C. Tuition Reimbursement

In order to encourage employees to gain new knowledge and skills that will be of benefit to BOCES in the employee's current position, BOCES will partially reimburse tuition costs in accordance with the following criteria and restrictions:

College courses, technical training courses and other such educational courses that are both related to the employee's current position and produce added benefit to the BOCES would be considered for approval.

Advanced approval of the Deputy Superintendent, based upon the recommendation of the employee's manager and the division director, is required.

Tuition charges for successfully completed courses will be reimbursed according to the following schedule:

- 1) Courses taken in a fiscal year will not receive any reimbursement in that year.
- 2) Forty percent (40%) of the tuition costs will be reimbursed around June 1 of the next fiscal year following the completion of the course.
- 3) An additional forty percent (40%) of the tuition costs will be reimbursed around June 1 of the second fiscal year following completion of the course.

No individual employee may receive more than \$1,000 in tuition reimbursement in a single year.

A total of \$10,000 will be budgeted each year for tuition reimbursement. Should less than that amount be required, management will consider using the excess funds for other training activities for DPEA staff. Should there be insufficient funds to reimburse employees at the forty (40%) rate, the reimbursement percentage will be reduced to avoid exceeding the \$10,000 limit

D. Shift Premium

Employees working a regular full shift beginning at or after 2:00 PM will receive a differential of \$.25 per hour. Employees working a regular full shift beginning at or after 10:00 PM will receive a differential of \$.30 per hour. This differential will apply to vacation days and paid leave days.

E. Initial Salaries

The BOCES retains the right to hire employees at a salary based upon the individual's personal qualifications, prior experience, educational, technical, and vocational background.

Article 11 Work Schedule

- A. The work schedule for DPEA employees will be:
- Class A - 39 hours per week, twelve (12) months per year.
 - Class B - 39 hours per week, eleven (11) months per year.
 - Class C - 39 hours per week, ten (10) months per year.
 - Class D - At least 20 hours per week on a regular scheduled basis. Work schedule to be defined by the immediate supervisor.
- B. The work week will be Monday through Friday. New employees appointed subsequent to 7/1/72 may be required to work other than Monday through Friday, but shall have two (2) consecutive days off per regularly scheduled seven (7) day work week.
- C. The work day will be defined by the immediate supervisor.
- D. Where possible, BOCES will provide 48 hours notice to employees who are requested to transfer to a different shift for a short term (two weeks or less). Ten (10) days advance notice will be given to employees who are requested to transfer to a different shift for a long term (more than two weeks).
- When management determines that a shift transfer is necessary, volunteers will be sought.
- E. Each employee will receive two (2) break periods per full day of employment, consisting of 10 minutes duration each.
- F. All employees will be entitled to one-half ($\frac{1}{2}$) hour of unpaid time for lunch each workday. However, a longer unpaid lunch period of a permanent nature may be granted with mutual approval in writing between employee and the supervisor.

Article 12 Hazard Days

Employees will not be required to report to work during a "state of emergency" making vehicular travel inadvisable, that has been declared by the Sheriff or County Executive for the specific location at which the employee works. Historical reference refer to MOU #6, January 26, 1996.

Article 13 Overtime

- A. Scheduled working hours may be extended when the organizational needs so require, and it is agreed between the employee and management.
- B. Consistent refusal to assist in meeting the organizational needs when overtime requests are asked may be taken into consideration when the annual evaluation is made.
- C. Employees will be compensated at a time and one-half rate for all time worked beyond 40 hours in any work week.

- D. When an employee is called in to work on his/her day off, he/she will be guaranteed three (3) hours pay at the applicable overtime rate. This will apply when the employee is specifically requested to work his/her day off or is called to come in to work for an emergency or problem situation, on his/her day off. An employee's day off is defined as a day he/she is not scheduled to work, such as a Saturday or Sunday (for an employee normally scheduled to work Monday through Friday), a holiday, or an approved vacation or leave day. This will not apply when the employee is requested to work extra hours, but discretion is provided to the employee in determining when the extra hours will be worked.
- E. When it is necessary for a DPEA employee to travel overnight in the performance of his/her duties, the employee will be compensated, in overtime or compensatory time excluding mealtime, for all time spent in travel beyond his/her normal work day.

Article 14 Compensatory Time

- A. An employee may have the option to accumulate compensatory time for any extra hours worked in any work week. Compensatory time will be accumulated at the rate of one and one-half hours for each hour worked over 40 hours in any work week in accordance with appropriate State and Federal laws.
- B. For extra hours worked up to a total of 40 hours in one week, compensatory time will be accumulated on an one-for-one basis.
- C. Upon termination, employees are entitled to be paid for accrued compensatory time.

Article 15 Holidays

- A. All employees shall be given holidays off with pay for the following thirteen (13) days:

Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Good Friday

Christmas Day*
New Year's Day
Martin Luther King Day
President's Day
Friday following Thanksgiving Day
Memorial Day

*If Christmas falls on a Tuesday, Wednesday, Friday or Saturday, the day before will also be a paid holiday. If Christmas falls on a Monday, Thursday, or Sunday, the day after will also be a paid holiday.

- B. If a holiday falls on a Saturday or Sunday, another paid holiday, as established according to the BOCES calendar, will be provided.

Article 16 Vacations

- A. **Class A** employees shall be granted paid vacations based upon continuous service as follows:

New employees hired any time between July 1 and June 30 will be eligible, during the second fiscal year, for a prorated number of vacation days. Proration shall be one (1) day per month, to a maximum of eleven (11) days, for each calendar month of employment.

During 3rd, 4th, and 5th fiscal year of continuous service the employee is entitled to eleven (11) days of vacation.

Subsequent vacation schedule throughout pattern of continuous employment:

During 6th fiscal year - 12 days
During 7th fiscal year - 13 days
During 8th fiscal year - 14 days
During 9th fiscal year - 15 days
During 10th fiscal year - 16 days
During 11th fiscal year - 17 days
During 12th and 13th fiscal year - 18 days
During 14th and 15th fiscal year - 19 days
During 16th and 17th fiscal year - 20 days
During 18th and subsequent fiscal years - 21 days

3=11
4=12
5=13

- B. **Class B** employees shall be granted paid vacations based upon continuous service as follows:

New employees hired any time between July 1 and June 30 will be eligible, during the second fiscal year, for a prorated number of vacation days. Proration shall be one (1) day per month, to a maximum of ten (10) days, for each complete calendar month of employment,

During subsequent years of continuous service, employees will be entitled to ten (10) days of vacation.

Class C employees shall be granted paid vacations based upon continuous service as follows:

New employees hired any time between July 1 and June 30 will be eligible, during the second fiscal year, for a prorated number of vacation days. Proration shall be one (1) day per month, to a maximum of nine (9) days, for each complete calendar month of employment,

During subsequent years of continuous service, employees will be entitled to nine (9) days of vacation.

- C. Any employee who is laid off, discharged, retired or separated from service of the BOCES for any reason, will be compensated in cash for unused vacation that he/she has accumulated at the time of separation.

- D. In the case of the death of such an employee, payment for unused vacation will be made to his/her estate.
- E. Unused earned vacation, not to exceed ten (10) days, may be carried from one year to the next.
- F. Any requests for vacation of four (4) or more consecutive days for the next fiscal year submitted, in writing, before January 15th of the present year will be evaluated on the basis of seniority, subject to the needs of the organization. Such requests will be held until January 15th for consideration. Approval or denial will be given within five (5) working days of January 15th.

All other vacation requests will be scheduled subject to the needs of the organization. Approval or denial will be given within five (5) working days.

Article 17 Absences and Leaves

A. General

All leaves will be available at the beginning of the fiscal year or at the beginning of employment with the anticipation that the employee works the full fiscal year. If an employee leaves the BOCES organization mid-year, a proration of leaves effective that last day worked will be calculated. In the event that an over usage of the prorated amount of leave exists, the appropriate amount will be deducted from the employee's final paycheck to compensate for the overage.

All employees must give two (2) weeks or ten (10) working days notice prior to termination.

All leaves will be calculated with respect to 1/4, 1/2, 3/4 or full days only.

Upon request of a member of the bargaining unit, the BOCES may, at its discretion, grant a leave of absence without pay for up to one (1) year at a time. Employees will be responsible for payment of the health insurance premiums during the unpaid leave.

B. Sick Leave

Sick leave will be earned at the rate of 1-1/4 days per month worked to a maximum accumulation of 225 days, credited on July 1st.

Sick days may be utilized for the following reasons:

1. Personal illness, for which the BOCES may require a certificate from a physician for an absence of three (3) or more consecutive days of illness.
2. Illness of a member of the employee's immediate family (father, mother, brother, sister, son, daughter, spouse, or other person with whom the employee resides) to the extent of

five (5) days of accumulated sick leave during the fiscal year.

3. Employees who exhaust their sick leave may request an unpaid leave.
4. The express purpose of this provision is to permit employees who are ill an excused paid absence from work. The BOCES reserves the right to discipline and/or deny leave to any employee who abuses the provisions of this Article.

C. Sick Leave Bank

1. Purpose

- a. The sole purpose of the sick leave bank is to provide additional sick days to members who have suffered catastrophic or long-term illness or injury of at least ten (10) consecutive work days and whose accumulated sick leave, comp time and vacation have been exhausted.
- b. Catastrophic or long-term illness is considered to be life threatening, or something which results in some form of impairment, illness or injury that causes a person to be away from work for an extended period of time that is at least ten (10) consecutive days.
- c. Existing employees are defined as DPEA members with a membership of longer than 2 weeks.
- d. New employees are defined as DPEA members with a membership 2 weeks or less.
- e. An employee receiving a grant from the sick leave bank will not have to pay back these days.

2. Membership

- a. Membership is open to all employees covered by this Agreement.
- b. Existing Employees will be accepted to the Sick Leave Bank effective every July 1st. To join the sick leave bank, an employee must fill out a Sick Leave Bank Membership Form by June 15th. These new members will then be eligible to draw on the sick leave bank only after they have contributed a total of four (4) days to the sick leave bank.
- c. New employees covered by this agreement will be given an opportunity to join the bank within the two (2) week period following their first day of employment as a new DPEA member. If a member wishes to enroll after this time, he/she will be considered a new member and Article 17, 2b will apply.
- d. Two (2) days of accumulated sick leave will be credited to the sick leave bank annually for each member, no later than July 10 of each fiscal year, (July 1- June 30).

- e. Effective July 1, 2001 members who have contributed a minimum of ten (10) sick days to the bank will suspend their contributions until the Bank's total number of days drops below seven hundred (700).
- f. Should the Bank's total number of days drop below seven hundred (700) Human Resources will notify the Associations President(s), who will in turn notify the members that they must resume contributions to the Bank.
- g. Other members will continue to contribute two (2) days annually until they have contributed a minimum of ten (10) sick days to the Bank.
- h. The days in the sick leave bank will be member-donated from their accrued sick leave, and once these days are donated they are non-refundable.
- i. Membership contributions will continue from year to year without the necessity of filling out a new form.
- j. Members wishing to terminate membership at the end of the fiscal year must do so in writing before June 15th. The letter should be directed to both the Sick Leave Bank Committee and the BOCES Human Resources Administrator. If a member wishes to re-enroll he/she will be considered a new member and Article 17, 2b will apply.
- k. The Association's President will receive a list of participants from Human Resources stating total days contributed per member not later than September 1st of each year. Said list will contain member names, date contributions started, total number of sick days contributed and total number of unused personal days contributed to the bank.

3. Applying for Days

- a. Application for sick leave bank days will be made to the chairperson of the Sick Leave Bank Committee on a Sick Leave Bank Request Form.
- b. To be eligible for sick leave bank utilization, an employee must have exhausted all available sick leave, comp time and vacation before sick bank days will be granted.
- c. The employee must have physician's statement when applying for days from the sick leave bank.

4. Committee Composition

- a. The sick leave bank shall be administered by a Sick Leave Bank Committee consisting of four (4) members. Two (2) of the members shall be appointed by DPEA and two (2) by the Superintendent.
- b. The Sick Leave Bank Committee shall develop its own rules of procedure, forms for donation of and application for days, and shall elect its own chairperson.

5. Regulations

- a. Benefits will be granted for catastrophic or long-term personal illness or injury only.
- b. Consensus of the Sick Leave Bank Committee is necessary to approve an application for a grant.
- c. The Sick Leave Bank Committee may allow benefits up to the number of days requested by an employee except that each grant shall not exceed sixty (60) work days. The maximum benefit per catastrophic or long-term illness or injury may not exceed one-hundred twenty work days.

D. Parental Leave

Any employee who is pregnant shall be granted, upon request accompanied by a physician's certificate of disability, an unpaid disability leave for up to twelve (12) consecutive weeks.

The employee must submit a written request to BOCES no later than four (4) weeks prior to the anticipated date of delivery. This leave shall be continuous with any sick leave used for pregnancy disability unless vacation days are used to bridge between the sick leave and the unpaid leave.

Should the individual decide not to return to work on the scheduled return date, she must notify the BOCES, in writing, at least four (4) weeks prior to that date.

If an employee is unable to perform her duties with the BOCES due to illness or disability due to pregnancy, the employee may utilize sick leave as outlined in this Article. Employees wishing to use sick leave before or after the birth of a child must submit a physician's statement of disability.

Consistent with all other provisions of this Section, any employee who is adopting a child shall be granted, upon request, accompanied by written verification from the adoption agency, an unpaid parental leave for up to twelve (12) consecutive weeks.

E. Personal Leave

All personnel will receive two (2) personal business days. Whenever possible, personal leave will be available upon prior notice to the Superintendent for the following reasons:

1. Required attendance in court.
2. Attendance at a child's, spouse's or own graduation exercise.
3. Attendance at funeral of close friend or relative not in immediate family.
4. Personal presence at a business organization or professional office that cannot be accommodated other than during the employee's regular workday.

5. Legal or business transaction that cannot be done outside of work hours.
6. Religious observance, from a list developed mutually between the Superintendent and DPEA, not accommodated by the normal school calendar.

Personal leave is not intended as an extension of a vacation period or for personal profit, recreation or convenience. Employees should attempt to make medical and dental appointments after the workday or as close to the end of the workday as possible in order to minimize time lost.

For all employees who belong to the Sick Leave Bank, all of the unused Personal Leave from the previous year shall be added to the Sick Leave Bank no later than July 10th.

F. Emergency Leave

Personnel will receive emergency leave days as per the following schedule:

Class A employees - 5 emergency leave days
Class B employees' - 4 emergency leave days
Class C employees - 4 emergency leave days
Class D employees - prorated

Emergency leave will be available for death or critical illness in the immediate family. The term "immediate family" will mean parents, parents-in-law, spouse, child, brother, sister or person living in the same household. The term "critical" shall mean that a physician requires the employee at the bedside.

In the event that an employee has no Emergency Leave left, the Superintendent, upon request from the employee, may grant permission to use accumulated sick leave time for death or critical illness in the immediate family.

G. Jury Duty

1. An employee who is required to attend and serve as a juror will be paid the difference between the juror's fee and their regular pay for the time actually lost from work due to such jury duty.
2. It is understood that all employees, regardless of shift, will report back for work at any time when they are free from the responsibilities of jury duty for three (3) or more hours before the end of their normal scheduled work day.

Article 18 **Health/Dental Insurance and Reimbursement**

- A. The BOCES will participate in paying the premium for health insurance to the extent of 95 percent for individual coverage and 85 percent for family coverage under the Blue Cross/Blue Shield Region Wide Plan, Option 2 or equivalent and designated HMO.

BOCES will provide a prescription card program, with \$0 co-pay for mail-order and generic and \$4 co-pay for brand-name drugs, with a BOCES contribution of 95 percent individual, 85 percent family.

Effective 7/1/2005 BOCES will provide a prescription card program: \$0 for mail order or \$0 for Tier I drugs, \$10 for Tier II drugs, \$25 for Tier III drugs, with Board contribution of 95% individual and 85% family.

Effective 7/1/2005 Major Medical Deductions will be \$100 for individual health insurance and \$300 for family health insurance.

Said plan shall continue the guarantee for disabled employees (up to two [2] years' coverage), retired employees at 50/35 percent participation rate (exclusive of those retirees that accept employment where they have equal or better health care coverage). For any retiree who is currently eligible for a 50/35 BOCES participation in his health insurance premium and who elects the two-person plan, the BOCES contribution will be 65% of the individual component of the premium and 35% of the dependent component of the premium. In the event of the retiree predeceasing a dependent spouse, the spouse will enjoy a 65% contribution to an individual health plan, provided that the surviving spouse does not remarry or become eligible for a health plan that provides equal or better benefits (Medicare excluded). Eligible retirees who opt for a Family Plan will continue to receive a 50/35 contribution from the BOCES. In this case, upon the retiree's death, BOCES would contribute up to 65% of the cost of the surviving spouse's individual plan only, with the same limitations, as above, regarding remarriage and other coverage eligibility.

- B. The BOCES will participate in paying the premium for dental insurance to the extent of 95 percent of individual coverage and 85 percent of family coverage under Blue Shield Basic and Supplemental Insurance Schedule B, to include riders for prosthetics, orthodontics, and periodontics.
- C. BOCES will reimburse employees for the loss or damage to eye glasses, hearing aids and prosthetic-type devices damaged as a result of the performance of their duties.

D. Insurance Declinations

Employees who are eligible but who decline health insurance and/or dental insurance coverage shall receive a one-time salary increase, as shown in the chart below, based on the effective date of the declination:

EMPLOYEE ELIGIBILITY	DECLINE HEALTH INSURANCE (INDIVIDUAL)	DECLINE HEALTH INSURANCE (FAMILY)	DECLINE HEALTH INSURANCE BUT ELECT PRESCRIPTION PLAN (INDIVIDUAL)	DECLINE HEALTH INSURANCE BUT ELECT PRESCRIPTION PLAN (FAMILY)	DECLINE DENTAL INSURANCE (INDIVIDUAL)	DECLINE DENTAL INSURANCE (FAMILY)
ELIGIBLE FOR INDIVIDUAL COVERAGE ONLY	225	NA	150	NA	15	NA
ELIGIBLE FOR INDIVIDUAL AND DEPENDENT COVERAGE	225	350	150	300	15	35

Employees who elect to take a health insurance, dental insurance and/or prescription plan option after receiving a salary increase under the terms of this Section, shall receive a salary decrease based on the chart above.

Employees who are eligible for health insurance, dental insurance and/or prescription plan may only elect coverage at specified times each year (April 1 and October 1).

E. IRS-125 Flexible Spending and Premium Conversion

A flexible spending program will be provided to employees who have been employed by BOCES for at least one year. The minimum participation per employee is \$200 annually. Employee contributions to health and dental premiums will be deducted in accordance with IRS-125 "premium conversion", unless the employee declines, in writing, to participate in the premium conversion plan.

F. Employee Assistance Program

BOCES will provide an employee assistance program. This program will be re-evaluated during subsequent negotiations.

Article 19 **Retirements**

- A. The BOCES will participate in the New York State Employees Retirement Plan 75-I, and the appropriate Teachers Retirement Plan.
- B. Each bargaining unit member with ten years of service with BOCES who retires after July 1, 1993 will be eligible for an award of money. This award shall be \$55 (2003-04), \$60(2004-05), \$65(2005-06) and \$65(2006-2007) times the number of unused sick days the bargaining unit member has, to a limit of 225 days. Such contribution will be made to a 403(b) program able to accept employer contributions as defined in the Internal Revenue Code. See attached Memorandum of Agreement.

In the event of the retired employee's death, any balance held by BOCES will be paid to the estate of the retiree.

Article 20 **Seniority**

- A. In relation to seniority, Civil Service law and Education law will apply.
- B. In reduction of work force, the BOCES will give employees so affected, based on seniority within classification, fifteen (15) days notice of such layoff. The DPEA representatives will receive a copy of said notice.
- C. If a reduction in work force is being considered, a seniority listing within classification will be made available to DPEA representatives.

Article 21 **New Hire**

- A. Job openings will be posted, by management, for ten (10) working days. Any person desiring such position may apply for and be given consideration under the terms of this Article.
- B. Every new hire placed in a position covered by this Agreement must serve a probationary period. The purpose of this period is to allow the immediate supervisor time to evaluate performance of the employee before permanent status is confirmed.

If a probationary employee is to be terminated, he/she will be given prior notification stating the reason for termination, and the probationary employee will have the right to meet with his/her supervisor to discuss the reason.

- C. Certified personnel shall follow those requirements as defined by law.

Article 22 **Personnel File**

- A. Any employee will have the right, upon notice of one (1) working day, to review his/her

personnel file in the presence of a BOCES official designated by the Superintendent for that purpose. Upon request, the employee will receive a copy of any document in the personnel folder and may answer anything deemed to be adverse, or which he/she believes to be unjust. All confidential communications from the employee's former employer(s) shall be removed prior to this review.

- B. Material designated for the personnel file will have "cc: Personnel File" placed on that material. Material destined for the employee's file will not be placed in the file until after the employee has been notified that such materials are to be placed in the file.

Article 23 Personal Vehicle Use and Travel Expenses

Any employee covered by this Agreement who is required by the BOCES and authorized in advance by his/her supervisor to use a personal vehicle in performance of duties on behalf of the BOCES, will be reimbursed for mileage so incurred at the prevailing IRS rate.

Article 24 Savings Clause

- A. This agreement incorporates the entire understanding of the parties on all issues that have been subject to negotiations.
- B. If any article or part thereof of this Agreement, or any addition thereto, should be found in violation of any federal, state, or local law, or its adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of agreement, or any addition thereto, will not be affected.

If such a determination or decision is made, the parties will convene immediately for the purpose of negotiating a satisfactory replacement.

Article 25 Legislative Action

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

SIGNATURES

This agreement entered into by and between the parties is the full and complete contract and shall be in effect through June 30, 2007.

Broome Tioga BOCES District Superintendent

Date

DPEA Representative

Date

MEMORANDUM OF AGREEMENT ("hereinafter "MOA")

THIS AGREEMENT is entered into by and between The Board of Cooperative Educational Services ("Employer") and the Data Processing Employees Association (the Association") does hereby amend the terms of the existing collective bargaining agreement ("CBA") that governs the employment relationship between Employer and the Association, as follows:

Effective July 1st, 2004, the Employer and Association agree to the following:

MANDATORY CLAUSES

1. **No Cash Option** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
2. **Contribution Limitations** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution; and
- B. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the contribution Limit, such excess shall be reallocated to the Employee the following year as an employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after he year of the Employee's employment severance, until such time as the employer Non-elective contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*

3. **403(b) Accounts** Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program.
4. **Tier I Adjustments** Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
5. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
6. This MOA shall further be subject to the approval of the 403(b) Provider, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
7. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.
8. **Employer Non-Elective Contribution Equal to Termination Pay** The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee, who severs their employment with the Employer during the contract year and who is eligible to apply for and who commences their retirement from the state sponsored retirement system. The amount of Employer's contribution for each eligible employee shall equal the value of each such employee's accumulated leave days, determined in accordance with **Article 19 – Retirement** of the Collective Bargaining Agreement. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment. The Employer shall deposit the contribution no later than 90 days, following the employee's severance date.

Broome Tioga BOCES District Superintendent

DPEA Representative

By: _____

By: _____

Dated: _____

Dated: _____

APPENDIX A

DPEA Growth and Development Appeals Process Definition

Panel Makeup – Two management (Center Director is constant and the other selected by the Center Director) and Two DPEA members (one is constant and one chosen by the employee). Neither the employee nor his/her manager may be serving on the panel.

This panel will hear arguments from both the employee initiating the appeal and his/her manager to determine growth and development increases. The panel will grade growth and development on a scale of 1 through 4 to a rubric of all development goals that were established by the employee and his /her manager for the 2 years applying to level of award. After the panel has graded the employee's growth and development goals, an average will be compiled by the Center Director, and an award will be made based on the average score. The employee will be given a summary sheet of the tabulated scores. The individual score sheets are confidential and will be destroyed.

An average of 1 to 1.9 will indicate no increase. An average of 2 to 2.9 will indicate a satisfactory increase. And an average of 3.0 to 4.0 will indicate a very good/excellent increase.

	4 - Excellent	3 - Very Good	2 – Satisfactory	1 – Not Satisfactory
Development Goal 1:				
Development Goal 2:				
Development Goal 3:				
Development Goal 4:				
Development Goal 5:				
Development Goal 6:				